RECENT IMPORTANT DECISIONS.

BILLS AND NOTES—ALTERATION OF INSTRUMENT.—Plaintiff became the bona fide holder of defendant's promissory note "to the order of Lew Cochran or bearer;" there was no endorsement by the payee, who knew nothing of the note; and the words "or bearer" had been added by a pretended agent of Cochran and without knowledge of maker. *Held,* Not a material alteration, because § 582, REV. STAT. 1911 allowing any "assignee" to sue in his own name is construed to place a transferee without indorsement upon the same footing as an indorsee. *Douglass* v. *Lockhart.* (Texas 1914), 168 S. W. 382.

An alteration is material if it changes the maker's contract. *Humphreys* v. *Crane,* 5 Cal. 173. A modification of the manner of negotiation is such a change. *McCauley* v. *Gordon,* 64 Ga. 221. There is a conflict as to whether the erasing of the words "to order," and inserting "to bearer" constitutes a material alteration: the great weight of authority is in the affirmative. *Needles* v. *Shaffer,* 60 Iowa 65; *Crosswell* v. *Labree,* 81 Me. 44, 16 Atl. 331; *McDaniel* v. *Whitsett,* 96 Tenn. 10, 33 S. W. 567; *Walton* v. *Campbell,* 35 Neb. 173, 16 L. R. A. 468; *Marshall* v. *Wilhite,* 4 Oh. C. C. R. 203, 2 O. C. D. 500; *Belknap* v. *Bank,* 100 Mass. 376. Contra: *Flint* v. *Craig,* 59 Barb. (N. Y.) 319; *Weaver* v. *Bromley,* 65 Mich. 212, 31 N. W. 839. The instant case may be sustained because of § 582, REV. STAT. 1911, and seems to be backed in the construction given that statute by *Prouty* v. *Musquiz,* 94 Tex. 87, and *Bank* v. *Kenney,* 98 Tex. 293. But the court has adopted a rule contrary to general understanding and has eliminated a long existing distinction between the negotiable words "order" and "bearer," without a clear statutory provision to that effect. The distinction is important in a case like the present one, where the payee denies all knowledge of the note. A note payable to bearer is transferred by delivery. *Johnson* v. *Mitchell,* 50 Tex. 212, 32 Am. Rep. 602; *Holcomb* v. *Black,* 112 Mass. 450. If payable to order, by indorsement. 7 Cyc. 818. The statute dispenses with indorsement, but perhaps not with proof of the assignment. Assignment means more than indorsement or delivery; it includes an intent by the assignor, and an acceptance by the other party. *Bank* v. *Pindall,* 2 Rand. (Va.) 476. Here seems to be no "assignment," in the words of the statute, for the payee never knew of the note.

CONSTITUTIONAL LAW—ILLINOIS WOMAN SUFFRAGE ACT.—The Illinois Constitution provided that every male over 21 years of age having resided a certain time in the state and election district "next preceding any election therein" with certain other qualifications "shall be entitled to vote at such election." The Legislature passed an amendment to the Suffrage Act giving women the right to vote in certain cases. In deciding the constitutionality of this statute a divided court *held,* that the words "any election" do not embrace every election at which any political office is to be filled, but only elections for such offices as are created by and provided for in the constitu-